



# MONTGOMERY COUNTY PUBLIC SCHOOLS

www.montgomeryschoolsmd.org

MARYLAND

301-279-3555

August 15, 2018



RFP Number: 4475.1  
Due Date: September 4, 2018  
Open Time: 2:00 p.m.

To: Prospective Offerors:

The purpose of this Request for Proposal (RFP) is to solicit and engage a professional and knowledgeable company to provide expertise, training & support to enhance the current English for Speakers of Other Languages (ESOL) instructional program in elementary schools in MCPS. The expertise, training & support must be aligned with the WIDA Instructional Framework, address the language demands of the Maryland College & Career Ready Standards and WIDA ACCESS 2.0.

A pre-proposal conference will not be held for this RFP. Questions regarding the RFP must be submitted by the close of business, 4:00 p.m., on Thursday, August 23, 2018. Responses will be posted on eMaryland Marketplace and on MCPS' Procurement website on Tuesday, August 28, 2018.

Please respond according to the instructions provided in the attached. Proposals must be received on or before 2:00 p.m., on Tuesday, September 4, 2018. Proposals received after this date and time will not be considered. Proposals shall be delivered in a sealed opaque envelope with the RFP number, opening date and opening time indicated in the lower left corner of the envelope. Proposals shall be delivered to Montgomery County Public Schools Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.

The contractor must submit one (1) original, one (1) redacted copy, one (1) electronic version on CD or flash drive and three (3) separate copies of the proposal. The proposal must be signed by an official having authority to contract with MCPS. The firm and official's name shall be used. This solicitation does not commit the district to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

In the event of emergency closing of the MCPS Board of Education offices, this RFP will open at the same time on the next regular working day.

Sincerely,

Angela McIntosh Davis, Team Leader  
Procurement Unit

AMD  
Enclosure

**Procurement Unit**

**Department of Materials Management**  
**MONTGOMERY COUNTY PUBLIC SCHOOLS**  
**Procurement Unit**  
**45 West Gude Drive, Suite 3100**  
**Rockville, Maryland 20850**

**Request for Proposal No. 4475.1**

**English for Speakers of Other Languages (ESOL) Instructional Program Consultant**

**1.0 INTENT**

The purpose of this Request for Proposal (RFP) is to solicit and engage a professional and knowledgeable company to provide expertise, training & support to enhance the current English for Speakers of Other Languages (ESOL) instructional program in elementary schools in MCPS. The expertise, training & support must be aligned with the WIDA Instructional Framework, address the language demands of the Maryland College & Career Ready Standards and WIDA ACCESS 2.0. The selected vendor must be able to work with assigned district staff and schools to enhance the elementary ESOL instructional program and to help schools navigate the complexities of instructing and meeting the various language needs of ESOL students. The focus of this work should be on the effective ways to plan and teach the academic language of the content as well as to provide differentiated supports as necessary. Ideally the district would like to see ESOL students make the minimum language growth required by ESSA as well as feel a sense of pride for their accomplishments.

This work will be innovative in focusing on the distinct goals (1) Analyzing student data pertaining to MCPS' Evidence of Learning to determine academic growth (2) Coordinating efforts with district staff and select schools in MCPS and leading learning to address the needs of elementary ESOL students (3) Identifying and recommending best practices and effective strategies and (4) Identifying next steps and pathways for select schools and district programming.

**2.0 INTRODUCTION**

Montgomery County Public School (MCPS) is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2017–2018 school year, MCPS serve more than 161,000 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2018 Operating Budget of approximately \$2.52 billion, MCPS employs more than 23,000 employees. Among the 205 schools that MCPS operates, 39 are National Blue Ribbon schools. Six MCPS high schools rank in the top 200 of *The Washington Post's* 2015 High School Challenge, and all 25 MCPS high schools appear on this list, which only includes the top 11 percent of high schools in the country. MCPS has one of the highest graduation rates among the nation's largest school districts, according to an *Education Week* report. In 2010, MCPS was the recipient of the Malcolm Baldrige National Quality Award, the highest presidential honor given to American organizations for performance excellence. The student demographics of MCPS in 2017 are as follows:

White: 28.3%

Hispanic/Latino: 32.3%

Black or African American: 21.4%

Asian: 14.4%

Two or more races: ≤ 5.0%

American Indian or Alaskan Native:  $\leq 5.0\%$

Native Hawaiian or other Pacific Islander:  $\leq 5.0\%$

Students receiving Free and Reduced-price Meals System (FARMS): 35.1%

Students ever receiving FARMS: 35.1%

English for Speakers of Other Languages (ESOL): 17.5%

Students receiving special education services: 11.7%

### **3.0 SCOPE OF SERVICES**

- Provide an initial analysis of instruction of English Learners (ELs) using research based tools and provide areas for improvement and pathway to achieve said improvements for select schools.
- Provide training and monitor application of the use of academic language across various content areas in the elementary setting to a variety of participants potentially including: select elementary MCPS administrators, staff development teachers, reading specialists, ESOL teachers, content teachers and assigned district staff.
- Use of WIDA features of academic language as the foundation for training and coaching.
- Provide coaching, both shoulder to shoulder and distance coaching, to a variety of participants potentially including: select MCPS elementary administrators, staff development teachers, reading specialists, ESOL, content teachers and assigned district staff.
- Provide access to resources that align with best instruction for ELs that includes both pedagogical and application and reflective opportunities.
- Examine current data structures and analyze the measure of impact of the contracted work.
- Provide multiple mediums for professional learning, i.e. face to face, online, hybrid, etc.
- Assist in the planning and implementation of new structures and processes that may be needed to accomplish the goal of instructing ELs in a manner that leads to language growth of a year or more.

### **4.0 CONTRACT TERM**

The initial term of contract shall be for one year as stipulated on the RFP. However, the contract may not begin until one day after approval by the Montgomery County Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms, and conditions for up to three additional terms for one (1) year each. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor 90 days prior to the expiration of the original contract. The vendor shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension.

Once all responses are evaluated, MCPS staff may make a recommendation to the Board to extend the contract or decide to rebid. If the contract is extended by the Board, a contract amendment will be issued.

### **5.0 CONTRACT TERMINATION**

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 12, of the MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a specific offer or for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13 of the MCPS General Contract Articles.

**6.0 REFERENCES**

All offeror’s shall include a list of a minimum of five references who use the vendor services who can attest to their quality of work and, if possible, shall include school districts of comparable size to MCPS that have utilized the respondents’ services. Include names of client, contact person, email address and phone number of all references. Also, as an attachment, offeror’s shall include a list of all current school district clients.

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top ranked short listed offeror’s are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

	<u>Contact</u>	<u>Phone</u>
<u>Company Name &amp; Address</u>	<u>Person</u>	<u>Number</u>
1. _____		
Email _____		
2. _____		
Email _____		
3. _____		
Email _____		
4. _____		
Email _____		
5. _____		
Email _____		

**7.0 FORMAT OF RESPONSE**

- 7.1 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.
- 7.2 Contractors shall include any and all statements and representations made within its proposal in the contract for services with the MCPS. This includes, but is not limited to, the vendors’ point-by-point response to this RFP. If the vendor responds only “Understand and comply,” it is assumed that the vendor complies with MCPS’ understanding of the requirement.
- 7.3 MCPS shall not be responsible nor be liable for any costs incurred by the vendor in the preparation and submission of their proposals and pricing.

7.4 A pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc.

## 8.0 MANDATORY SUBMISSIONS

Each offeror must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Offerors may request via e-mail to Mrs. Angela McIntosh-Davis, Team Leader, MCPS Procurement Unit at [Angela\\_S\\_McIntosh-Davis@mcpsmd.org](mailto:Angela_S_McIntosh-Davis@mcpsmd.org), a Microsoft Word version to help them in preparing the response.

One (1) original and Three (3) copies as well as one (1) electronic version on CD or flash drive and one (1) redacted copy of responses must be sent by mail, courier or hand-delivery and shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. CD or flash drive must include a copy of the original and redacted responses. No faxes or electronic submission of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on September 4, 2018. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools  
Procurement Unit  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850

Submissions will become the property of MCPS.

The proposal must be signed by an official having authority to contract with MCPS. The firm and the official's name shall be used in the contract process. MCPS reserves the right to make an award without further discussion of the proposals received. MCPS also may negotiate with the one offeror who submits the best proposal or with two or more offeror's who are in the competitive range. Therefore, it is important that the offeror's proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the offeror's proposal will become a part of the official file on this matter without obligation to MCPS. The proposal must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow the offeror's qualifications and expertise. MCPS urges the offeror to be specific and brief in their responses.

Offeror's must include any and all statements and representations made within its proposal in the contract for services with MCPS unless otherwise agreed upon by MCPS and offeror during negotiations. This includes, but is not limited to, the vendor's point-by-point response to this RFP. If offeror answers only "Understand and comply" it is assumed that the offeror complies with MCPS' understanding of the requirement.

MCPS shall not be responsible or liable for any costs incurred by the offeror in the preparation and submission of their proposals and pricing.

**Complete Response must include:**

- Point-by-point Response to each section of the RFP
- Pricing Proposal. Must be itemized per training/visit. Additional pricing for administrative cost can be separated out but must be detailed. Pricing proposals should be inclusive of travel expenses and seek to minimize such travel expenses (e.g., by scheduling on-site visits efficiently).
- References, See 6.0 References
- List of all current school district clients, See 6.0 References
- Vendor's annual fiscal report in order to demonstrate the vendor's financial stability (If desired, the vendor also may include any other financial documents that Vendor wishes to include regarding Vendor's financial condition. This documentation is not mandatory.).
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment E)
- Current Form W-9
- A list of any variances from or objections to the terms and conditions of the MCPS General Contracting Articles (Appendix A), as well as a justification for any such variances or objections.
- Any additional information and comments your firm deems necessary to clearly communicate your firm's qualifications and the process you would use to conduct a review of MCPS' curricular programs along the lines specified in the Scope of Services.
- A redacted copy of offeror's proposal as specified in Sections 9.0 and 10.0.

**8.1 Deliverables**

The required deliverables for proposals include:

- a. Development of a one-year teaching and learning plan for Elementary Curriculum and Instruction Central Office Staff, ESOL teachers and general education classroom teachers focused on facilitation and elevation of the collaborative instructional practices for language and content instruction. This plan will include goals, objectives, and metrics that will consist of research-based teaching practices specific to the needs of English Learners that lead to increased student achievement for Elementary ESOL students in identified schools. This plan should include a short and long-term academic language and content instruction plan to ensure the MCPS' elementary team's self-sustainability and provide ongoing technical support, as well as consultative, and operating guidance. Also included would be a communication plan and materials that thoroughly communicate the goals of MCPS' ESOL vision and its intentions via the MCPS' Strategic Priorities. Collaterals and other supplemental materials needed for communication and ongoing implementation.
- b. Detailed plan to comply with data sharing requirements from MCPS (see Article 18 of the MCPS General Contract Articles) as well as state and local requirements for administration of

the program/services (for example, if the vendor is a private school institution, it must meet state requirements as an approved local education agency).

All of these written deliverables described above shall be submitted in electronic format (MS Word) with at least 3 hard copies. Absent good cause, payment for the services provided by the External Consultant(s) shall be contingent upon meeting the mutually agreed-upon deadlines.

It is the intention to award to the most favorable respondent(s) based on the evaluation criteria in Section 11.0. However, the Board reserves the right to make awards according to the best interest of MCPS. This request for proposals may result in multiple awards for different components of the scope of services.

In determining the qualifications of an offeror, MCPS will consider the offeror's record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the offeror's record providing such detailed programs/services as described in Section 3.0 to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any offeror if the investigation discloses that the offeror, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

MCPS may conduct any necessary investigation to determine the ability of the offeror to perform the work, and the offeror shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying MCPS' needs and requirements for a specific contract. MCPS reserves the right to reject any proposal if the evidence submitted by the offeror or investigation of such offeror fails to satisfy MCPS that such offeror is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of bidder's services.

All offeror's submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted with each proposal. Offeror's also shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third party provider roles shall be clearly expressed. MCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third party provider(s).

**MCPS reserves the right to add or delete vendor's, as needed, should our requirements change during the contract term.**

## **9.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL**

The proposal submitted in response to this request may contain technical data which the offeror does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that offeror marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: “Technical data contained in pages \_\_\_ of this proposal shall not be used or disclosed, except for evaluation purposes.”

Provided, that if a contract is awarded to this offeror as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in Section 11.0.

## **10.0 PROPRIETARY AND CONFIDENTIAL INFORMATION**

Offeror’s are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the offeror in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of an offeror, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the offeror to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words “**confidential**” or “**proprietary**.” The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the offeror must agree to defend and hold MCPS harmless if any information is inadvertently released. Each offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

## **11.0 EVALUATION CRITERIA**

MCPS reserves the right to ask clarifying questions about submitted proposals. Offeror’s also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 12.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

MCPS reserves the right to convene a meeting with the top qualified offeror’s prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal.

All offeror's are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, offeror's should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested.

Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further.

The determination of those that are qualified, interested, and available, and MCPS' choice of the best qualified will be based on the following criteria:

- a. The bidder's proposed approach to the review, including all responses to the instructions set forth in Section 6.0, and how it meets MCPS' needs.
- b. Qualifications, reputation, and experience of the External Consultant(s) relevant to the Scope of Services including specific experience in providing reviews of comparable programs for school districts of similar size, including the bidder's knowledge of best practices, educational research and analysis capabilities (including the ability to benchmark nationwide).
- c. Qualifications, reputation, and experience of the lead reviewer and principal employees that will be responsible for this review.
- d. Past performance as determined by recent and relevant contracts. Evaluation will be based on information obtained from references provided by the bidder as well as other relevant past performance information obtained from other sources known to MCPS.
- e. Pricing proposal and fee structure.

A selection committee comprised of MCPS staff and potentially outside stakeholders will evaluate proposals based on these criteria.

## **12.0 SCHEDULE OF EVENTS**

The anticipated schedule of activities related to this RFP is as follows:

<b>RFP issued:</b>	<b>August 15, 2018</b>
<b>Questions Due:</b>	<b>August 23, 2018 by 4:00pm</b>
<b>Proposals Due:</b>	<b>September 4, 2018 by 2:00pm</b>
<b>Anticipated award date:</b>	<b>October 2018</b>

All dates are subject to change at the discretion of MCPS.

## **13.0 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will not be held for this RFP.

#### 14.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the offeror's responsibility to check the MCPS website under "Event Calendar" <http://procurement.montgomeryschoolsmd.org/home/Bids> or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Offeror's must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

#### 15.0 eMARYLAND MARKETPLACE

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com), regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

#### 16.0 MULTI-AGENCY PARTICIPATION

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, nonpublic schools such as charter schools, special districts, intermediate units, nonprofit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award offeror(s) and this contract shall be binding only upon the **principal's signing** such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award offeror. MCPS assumes no authority, liability, or obligation on behalf of any other public or nonpublic entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

#### 17.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Mrs. Angela McIntosh-Davis, Team Leader, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to [Angela\\_S\\_McIntosh-Davis@mcpsmd.org](mailto:Angela_S_McIntosh-Davis@mcpsmd.org). Questions are due by 4:00

p.m. on August 23, 2018. Responses will be posted on eMaryland Marketplace and on MCPS' Procurement website on August 28, 2018. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to an offeror in response to a request will be furnished to all offerors as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed offeror's. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

**Contact by offeror's with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response.** The MCPS Procurement website address is [www.montgomeryschoolsmd.org/departments/procurement/](http://www.montgomeryschoolsmd.org/departments/procurement/).

## **18.0 UNNECESSARILY ELABORATE BROCHURES**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

## **19.0 BID PROTESTS**

Any bid protests, including appeals, will be governed by the applicable MCPS Procurement Unit Regulations. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the offeror making the protest.

## **20.0 CONTRACT**

MCPS plans to enter a contractual agreement with the Offeror(s) to whom the award is made and intends to make the MCPS General Contract Articles, included herein as Appendix A, a part of the contract, except and unless modified by MCPS. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Offeror agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Offerors should note that any variance may provide a basis for MCPS to reject the proposal. **In particular, the provisions set forth in Articles 5, 12-14, 16 -18, 21-24, 26, 28, and 29 of the MCPS General Contract Articles are non-negotiable.**

## **21.0 NOTICE TO BIDDERS**

**The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Type or print legibly in ink.**

**I. BIDDER INFORMATION:** As appropriate, check and/or complete one of the items below.

- 1. Legal name (as shown on your income tax return) \_\_\_\_\_
- 2. Business Name (if different from above) \_\_\_\_\_
- 3. Tax Identification Number \_\_\_\_\_

**A copy of your W-9 must be submitted with this bid response.**

**II. BIDDER'S CONTACT INFORMATION:** This will be filed as your permanent contact information.

- 1. Company Name  
\_\_\_\_\_
- 2. Address  
\_\_\_\_\_
- 3. Bid Representative's Name  
\_\_\_\_\_
- 4. Phone Number/Extension  
\_\_\_\_\_
- 5. Fax Number  
\_\_\_\_\_
- 6. Toll Free Number  
\_\_\_\_\_
- 7. Email Address  
\_\_\_\_\_
- 8. Website  
\_\_\_\_\_

**III. VENDOR'S CERTIFICATION:** Upon notification of award, this document in its entirety is the awarded vendor's contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

- A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
  
- B. I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this response to the Request for Proposals, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_

**ATTACHMENT A**  
**Equal Opportunity Certification**

1. Are you participating in any contractual agreement which contains the Equal Employment Opportunity Clause prescribed in Executive Order 11246, as amended?

( ) Yes ( ) No

2. Name and address of Federal "Compliance Agency," if known:

("The Rules and Regulations of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, define the term Compliance Agency as the agency designated by the Director, of CCP, to conduct compliance reviews and to undertake such other responsibilities assigned.")

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Are you required to maintain a written affirmative action plan according to 41 CFR 60-2 and 60-1 (a)(4)?

( ) Yes ( ) No

4. Has the "Compliance Agency" required you to correct deficiencies in your affirmative action plan or your employment policies and practices?

( ) Yes ( ) No

5. Are you required to submit an annual compliance report as described in 41 CFR 60-17 (a)?

( ) Yes ( ) No

If the answer to "5" is yes, enclose a copy of your latest compliance report.

Data on Subcontractors. (Use supplementary sheets where required.)

\_\_\_\_\_ (1)\* (2)\*\* (3)\*\*\*  
(Subcontractor's Name)

\_\_\_\_\_ ( ) Yes ( ) Yes ( ) Yes  
(Street)

\_\_\_\_\_ ( ) No ( ) No ( ) No  
(City) (State)

\_\_\_\_\_ (1)\* (2)\*\* (3)\*\*\*  
(Subcontractor's Name)

\_\_\_\_\_ ( ) Yes ( ) Yes ( ) Yes  
(Street)

\_\_\_\_\_ ( ) No ( ) No ( ) No  
(City) (State)

\*(1) Previously held contracts subject to EQ 10925, 11114, and 11246, as amended.  
\*\*(2) Previously filed certificate of nonsegregated facilities.  
\*\*\*(3) Previously filed annual (EE0-1, EEO-4, or EEO-6) compliance report.

**ATTACHMENT B**  
**Certification of Nonsegregated Facilities**

By submission of this offer, the Offeror or subcontractor certifies that there is not maintained or provided for employees any segregated facilities and that employees will not be permitted to perform their services at any location, under the Offeror's control, where segregated facilities are maintained. The Offeror, or subcontractor, agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "Segregated Facilities" means any rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Offeror further agrees that except where there has been obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause that there will be forwarded the following notice to such proposed subcontractors except where the proposed subcontractors have submitted certifications for specific time period:

**Notice to Prospective Subcontractors of**  
**Requirement for Certifications of**  
**Nonsegregated Facilities**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

The certification may be submitted either for each subcontract or for all subcontracts during a period, i.e., quarterly, semiannually, or annually.

**NOTE:** Failure of an Offeror to agree to the Certification of Nonsegregated Facilities shall render its offer nonresponsive.

**ATTACHMENT C**  
**Minority Business Enterprise**

The Offeror ( ) is ( ) is not a minority business enterprise. A minority business enterprise is defined as a "business at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members." For the purpose of this definition, minority group members are African Americans, Hispanic Americans, Asian Americans, and American Indians.

Check the appropriate box below.

- |   |   |                                   |  |
|---|---|-----------------------------------|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian American | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Female           | <input type="checkbox"/> Disabled       | <input type="checkbox"/> None     |  |

**ATTACHMENT D**

**NON-DEBARMENT ACKNOWLEDGEMENT**

\_\_\_\_\_ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

\_\_\_\_\_ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. If so, please provide an attachment describing the pending litigation or debarment.

\_\_\_\_\_ I acknowledge none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows

As the duly authorized representative of the Offeror, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_